

IN WITNESS WHEREOF, the parties have caused this instrument to be signed, attested to and sealed,

OWNER
New Jersey Schools Construction Corporation

Attest:

| | | | |
|----------------|----|----------------|-------|
| _____ | by | _____ | _____ |
| (Signature) | | (Signature) | Date |
| _____ | | _____ | |
| (Printed Name) | | (Printed Name) | |
| _____ | | _____ | |
| (Title) | | (Title) | |

Attest:

| | | | |
|----------------|----|----------------|-------|
| _____ | by | _____ | _____ |
| (Signature) | | (Signature) | Date |
| _____ | | _____ | |
| (Printed Name) | | (Printed Name) | |
| _____ | | _____ | |
| (Title) | | (Title) | |

CONTRACTOR
(Name of Contractor)

Witness or attest:

| | | | |
|----------------|----|----------------|-------|
| _____ | by | _____ | _____ |
| (Signature) | | (Signature) | Date |
| _____ | | _____ | |
| (Printed Name) | | (Printed Name) | |
| _____ | | _____ | |
| (Title) | | (Title) | |

AFFIX SEAL IF A CORPORATION

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1.1 DEFINITIONS

AUTHORITY means the New Jersey Economic Development Authority, created pursuant to P.L. 1974, c.80, as amended (N.J.S.A. 34:1B-4 et seq.), or any successor thereto, or any representative authorized to act on behalf of the Authority with respect to the School Facilities Projects and the Contract.

CHANGE IN THE WORK means a change in the School Facilities Projects, the Work or the Contract Documents, including, but not limited to, an increase or decrease in the Work, or an acceleration of time for the performance of the Work, or a change in the sequence in which the Work is to be performed.

CHANGE ORDER means a written order, directing or authorizing a Change in the Work. Change Orders shall be executed by the Authority and the Contractor and shall include all adjustments to compensation and time warranted by the Change in the Work.

CLAIM means a demand by the Contractor for (a) a time extension which is disputed by the Authority, or (b) the payment of money or damages, arising from work done by or on behalf of the Contractor in connection with the Contract, that is disputed by the Authority. A Claim will cease to be a Claim upon resolution thereof, including resolution by withdrawal or release or delivery of a Change Order or other amendment to the Contract Documents signed by all parties.

CLIENT SCHOOL DISTRICT means the school district or school ~~districts~~ in which a School Facilities Project is located.

CONSTRUCTION CHANGE DIRECTIVE means a written order, signed by the Authority, directing a change in the Work prior to agreement on appropriate Contract Price and Contract Time adjustments.

CONTRACT means the entire and integrated agreement between the Contractor and the Authority encompassing all of the Contract Documents.

CONTRACT CHANGE REQUEST means a written request, by the Contractor or the Authority, for an adjustment in the Contract Price, a modification to the Contract Documents or an extension of Contract Time.

CONTRACT COMPLETION means that point in time after Substantial Completion and Final Acceptance and Completion of all School Facilities Projects comprising the School Facilities Package when all requirements of the Contract Documents have been satisfied and final payment has been tendered.

CONTRACT DOCUMENTS means the executed form of contract, General Conditions, Supplementary Conditions, plans, Specifications, scopes of work, instructions to bidders and addenda, Price Proposal, Technical Proposal, Change Orders, other amendments, and all exhibits, appendices and documents attached to or referenced in any of the foregoing materials.

CONTRACT PRICE means the ~~s u m~~ stated in the Contract, as it may be adjusted in accordance with the Contract Documents, that represents the total amount payable by the Authority to the Contractor for performance of the Work.

CONTRACT TIME ~~means~~ the number of calendar Days allotted in the Contract Documents for completion of the Work.

CONTRACTOR means the individual, firm, partnership, corporation, limited liability company, or any acceptable combination thereof contracting with the Authority for performance of the construction of the School Facilities Package, pursuant to the Contract Documents.

DAY means a calendar day, unless otherwise designated.

DESIGN CONSULTANT means the person or entity lawfully practicing architecture or engineering that is engaged by the Authority to provide certain services in connection with the School Facilities Package.

FINAL ACCEPTANCE AND COMPLETION means that point in time when the Authority issues a Certificate of Final Acceptance and Completion for the School Facilities Project or School Facilities Package after all of the events delineated in Article 11 have occurred.

FORCE MAJEURE EVENT means any event beyond the control of the Contractor that **is** not due to an act **or** omission of the Contractor (or any subcontractor or other person or entity for which the Contractor **may** be contractually or legally responsible) that materially and adversely affects the Contractor's obligations under the Contract, to the extent that such event (or the effects thereof) could not have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor. Force Majeure Events **may** include acts of God, tornadoes, floods, hurricanes, **earthquakes**, tidal waves, blizzards or other natural disasters, fires, unusually severe or **abnormal** weather conditions, epidemics, quarantine restrictions, acts of the state or federal **government** in their sovereign capacity, wars, **riots**, and civil commotion.

NOTICE TO PROCEED means a notice from the Authority to the Contractor authorizing the Contractor to proceed with the Work.

PROJECT SCHEDULE means the most current schedule for the Package submitted by the Contractor and approved by the Authority, as described in Article 4 of the Contract Documents and Section 1310 of the Specifications. Initially, the Project Schedule shall **be** the approved baseline Project Schedule and thereafter it shall be the most recent approved revised Project Schedule.

PROJECT SITE means the geographical location of each School Facility Project where Work is to be performed.

PUNCH LIST means the list of incomplete or defective Work that **remains** to be completed after achievement of Substantial Completion.

RETAINAGE means money withheld by the Authority from funds otherwise due the Contractor, as delineated in Article 13.

SCHOOL FACILITY means and includes each structure, building or facility used wholly or in part by a Client School District **for** academic purposes.

SCHOOL FACILITIES PACKAGE or **PACKAGE** means all of the School Facilities Projects that are identified in the Supplementary Conditions. The Contractor's Work under the Contract **shall encompass** all of the School Facilities Projects included in the School Facilities Package.

SCHOOL FACILITIES PROJECT or **PROJECT** means the demolition, construction, improvement, repair, alteration, modernization, renovation, reconstruction or maintenance of all or any part of a School Facility or of any personal property necessary for **or** ancillary to any School Facility. Each School Facilities Project that is part of the Contractor's **Work** is identified in the Supplementary Conditions.

SPECIFICATIONS means that document attached hereto and made a part hereof.

STATE means the State of New Jersey, its departments, agencies, officers and employees.

SUBSTANTIAL COMPLETION means that point in time, with regard to a School Facilities Project or School Facilities Package, when all essential requirements of the Contract Documents have been satisfied so that the purpose of the Contract Documents is accomplished; when the Punch List has been created; when there are no important or material omissions or technical defects or deficiencies, as defined by the Authority; and when a permanent Certificate of Occupancy or a permanent Certificate of Acceptance has been issued and the School Facility is ready for occupancy in accordance with its intended purpose.

SUPPLEMENTARY CONDITIONS means that document attached hereto and made a part hereof.

WORK means the furnishing of all labor, services, materials, equipment, tools, transportation, supplies and other incidentals to be furnished, provided or performed by the Contractor, as required by the Contract Documents, including all efforts necessary or appropriate to achieve Final Acceptance and Completion.

1.2 Intent

The intent of the Contract Documents is to describe a functionally complete and aesthetically acceptable Project to be constructed and completed by the Contractor in every detail in accordance with the Contract Documents. Any work that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best construction practice is to prevail and only materials and workmanship of the first quality are to be used.

Only where the Contract Documents specifically describe a portion of a Project as being performed by others is the Work deemed not to constitute construction of the entire Project.

1.3 Interpretation

In the Contract Documents, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; the words "including," "includes," and "include" shall be deemed to be followed by the words "without limitation"; ~~unless~~ otherwise indicated, references to articles, sections, appendices or schedules are to this Contract; words such as "herein," "hereof," "hereunder," and "foregoing" shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined, which have well-known technical or construction industry meanings, are used in accordance with such recognized meanings; and words of any gender used herein shall include each other gender, where appropriate. When two or more potential interpretations of the same requirement of the Work exist, the most stringent (as determined by the Authority in its sole discretion) shall apply. ~~Unless~~ otherwise specified, lists contained in the Contract Documents defining the Projects, the Package or the Work shall not be deemed all-inclusive. ~~This~~ Contract shall not be construed as if it was prepared by the Authority, but rather as if both parties had prepared it.

1.4 Referenced Standards

Unless otherwise specified by the Authority, any reference in the Contract Documents to a described publication affecting any portion of a Project or the Work shall be deemed to mean the latest edition or revision thereof, including amendments and supplements thereto.

1.5 Explanations

Should it appear that the Work or any of the matters relative thereto is not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Authority in writing for such further written explanations as may be necessary and shall abide by the explanation provided. The Contractor shall promptly notify the Authority of all errors, omissions, inconsistencies or other defects (including inaccuracies and inconsistencies) which it may discover in the Contract Documents, provide written recommendations regarding changes or corrections to resolve any such error, omission or defect, and obtain the Authority's approval before proceeding with the Work affected thereby. The Contractor shall not take advantage of any apparent error or omission, inconsistency or other defect in the Contract Documents.

1.6 Approvals

In all cases where approvals, consents or determinations **are** required to be provided hereunder, such approvals or consents shall not be withheld unreasonably and such determinations shall be made reasonably, except in cases where a different standard (such as, by way of example only, sole discretion) **is** specified. In cases where sole discretion is specified for an approval, consent, determination or other decision, the decision shall not be subject to dispute resolution hereunder.

1.7 Plans and Specifications.

The plans consist of general drawings and show such details as are necessary to give a comprehensive representation of the construction contemplated. The Contractor shall keep one set **of** plans available at a Project Site at all times. All alterations affecting the requirements and information given on the plans will be authorized in writing.

Omissions from the plans **or** Specifications of details **of** Work which are manifestly **necessary** to carry out the intent of the Contract Documents, or which are customarily included, shall not relieve the Contractor from including such omitted details of Work, but they shall be included as if fully and correctly set forth and described, without entitlement to a Change Order hereunder.

1.8 Conformity with Contract Documents

All Work **performed** shall be in conformity with the lines, **grades**, cross-sections, dimensions, and material requirements, including tolerances, shown in the Contract Documents. The purpose **of** tolerances is to accommodate occasional minor variations from the middle portion of the tolerance range that are unavoidable **for** practical reasons. When a maximum **or** minimum value is specified, the production and processing of the material and the performance **of** the Work shall be so controlled that the Work shall not be preponderantly **of** borderline quality or dimension. Although measurement, sampling and testing may be considered evidence of conformity, the Authority shall determine whether the Work deviates **from** the Contract Documents.

1.9 Order of Precedence

1.9.1 Each of the Contract Documents is an essential part of the Contract, and a requirement occurring in one is as binding as though **occurring** in all. The Contract Documents are intended to be complementary and to describe and provide for a complete contract. In the event of any

conflict among the Contract Documents, the executed form of contract and all Change Orders shall control. With respect to the other Contract Documents, the order of precedence shall be as set forth below:

- (a) General Conditions
- (b) Supplementary Conditions
- (c) Plans
- (d) specifications

1.9.2 The parties realize that in performing the Work, field conditions may require modifications in the plans and quantities of Work involved. Work **must** be carried out to meet these field conditions to the satisfaction of the Authority and in accordance with its directions and the Contract Documents.

ARTICLE 2. THE AUTHORITY

2.1 Authority Obligations

2.1.1 The Authority shall designate, in writing, one or more representatives who shall have express authority to bind the Authority with respect to certain of the matters **requiring** the Authority's approval or authorization.

2.1.2 Unless otherwise provided in the Contract Documents, upon Contract award, the Authority will furnish to the Contractor, free of charge, six (6) copies of the plans and Specifications, and any additional instructions by means of supplemental drawings, **manuals**, or other documents reasonably necessary for the proper execution of the Work.

2.1.3 Information and services under the Authority's control shall be **furnished** with reasonable promptness in accordance with the Contract Documents in order to permit an orderly progress of the Work.

2.1.4 The Authority will secure and pay for required Uniform Construction Code permits.

2.1.5 The Authority will furnish surveys describing the Project Sites, as applicable. The Contractor shall be entitled to rely on the accuracy of **this** information, but shall exercise proper caution with regard to the safe and legal performance of the Work.

2.1.6 The Authority will have all additional duties and responsibilities specifically assigned to it in **other** parts of the Contract Documents.

ARTICLE 3. CONTRACTOR

3.1 Responsibility for the Work

3.1.1 The Contractor shall furnish all construction and other services, provide all materials, equipment and labor and undertake all efforts necessary or appropriate to construct a Project in accordance with the requirements of the Contract Documents, the Project Schedule, applicable law, governmental approvals, the approved quality management program, the approved Contractor's safety program, the plans and Specifications and all other applicable safety, environmental and other requirements, taking into account **the** limits of each Project Site and all

other applicable physical limits resulting from constraints affecting each Project, so as to achieve Substantial Completion, Final Acceptance and Completion and Contract Completion by the deadlines specified herein, and otherwise to do in a timely manner everything required by and in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by reviews, tests, inspections or approvals performed by any person, or by the failure of any person to take such action.

3.1.2 The Contractor shall supervise and be responsible for the acts and omissions of the Contractor's employees, agents, officers and subcontractors and other persons performing portions of the Work, as though all such persons were directly employed by the Contractor.

3.2 Review of Contract Documents and Site

3.2.1 The Contractor shall carefully study and review the Contract Documents.

3.2.2 The Contractor acknowledges that, prior to submitting its bid, in accordance with prudent and generally accepted engineering and construction practices, it inspected and examined each Project Site and surrounding locations and undertook other appropriate activities sufficient to familiarize itself with the Site to the extent the Contractor deemed necessary or advisable for bidding the Package, and as a result of such review, inspection, examination and other activities the Contractor is familiar with and accepts the physical requirements of the Work.

3.2.3. The Contractor shall perform no portion of the Work without Contract Documents, or where required, approved shop drawings, product data or samples for such portion of the Work.

3.3 Quality Management Program

The Contractor shall have full responsibility for quality assurance and quality control for each Project, including provision of and compliance with a quality management program meeting all of the requirements contained in the Supplementary Conditions.

3.4 Safety Program

The Contractor shall have full responsibility for safety at each Project Site at all times prior to Acceptance and Completion of each Project. The Contractor shall provide and comply with a Project safety program, meeting all of the requirements contained in the Supplementary Conditions.

3.5 Scheduling

The Contractor shall at all times schedule and direct the Work to provide an orderly progression of the Work to achieve Completion within the time specified in the Contract Documents, including furnishing such employees, materials, facilities and equipment and working such hours, including extra shifts and overtime hours, as may be necessary to achieve such goal, all at the Contractor's own expense.

3.6 Performance as Directed

At all times during the term of the Contract, including during the course of, and notwithstanding the existence of any dispute, the Contractor shall perform as directed by the Authority, in a diligent manner and without delay, shall abide by the Authority's decision or order, and shall comply with all applicable provisions of the Contract Documents.

ARTICLE 4. TIME; PROJECT SCHEDULE AND PROGRESS

4.1 Time of Essence

Time is of the essence in this Contract.

4.2 Deadlines for Substantial Completion, Final Acceptance and Completion and Contract Completion

The Contractor shall achieve Substantial Completion, Final Acceptance and Completion, and Contract Completion on or before the dates set forth in the Supplementary Conditions or such other dates for Substantial Completion and Final Acceptance and Completion as may be established by Change Order. Failure to achieve Substantial Completion or Final Acceptance and Completion by the dates established by the Contract Documents will result in the application of Liquidated Damages in accordance with Article 12.

4.3 Contract Time/Notice to Proceed

Contract Time shall commence on the start date set forth on the written Notice to Proceed issued by the Authority. The Notice to Proceed will be issued by the Authority after receipt and acceptance of properly executed Contract Documents, including, but not limited to, performance and payment bonds, and insurance certificates. Unless otherwise ordered by the Authority in writing, the Contractor shall initiate Work within 5 Days of the start date set forth in the Notice to Proceed. The Contractor shall not be entitled to delay, disruption, acceleration or any other claims arising from a deferred issuance of the Notice to Proceed. The Contractor shall perform no Work prior to the issuance of the Notice to Proceed.

4.4 Construction Progress Schedule

4.4.1 Scheduling of the Work is and shall be the Contractor's responsibility. The Contractor shall determine the most feasible order for the Work commensurate with the requirements of the Contract Documents. The construction of each Project shall be undertaken and completed in accordance with the Project Schedule prepared by the Contractor and approved by the Authority, as described in the Contract Documents. The Contractor shall provide a baseline Project Schedule and shall thereafter provide revised Project Schedules on a monthly basis. The Project Schedule shall, among other **things**, provide that Substantial Completion and Final Acceptance and Completion of each Project shall be achieved by the dates required by the Contract Documents. The Project Schedule shall be subject to review and approval by the Authority, and shall be updated monthly and revised periodically as described herein.

4.4.2 The Project Schedule shall be used by the parties for planning and monitoring the progress of the Work and as the basis for determining the amount of the monthly progress payment to be made to the Contractor. **The** Project Schedule shall also be used by the Authority to determine if the Contractor is adequately planning and executing the Work and conducting activities in accordance with the Contract Documents.

4.5 Delays and Extensions of Time

4.5.1 If the Contractor is delayed in completion of the Work by a Force Majeure Event, the time for attaining Substantial Completion, ~~Final~~ Acceptance and Completion or Contract Completion, as appropriate, will be extended commensurate with the delay.

4.5.1.1 **No** time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to unusually severe or abnormal weather conditions, the Contractor must demonstrate that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe at the Project Site, and that these weather conditions critically impacted either the Substantial Completion, Final Acceptance and Completion or Contract Completion date by delaying the performance of Work on the Project's critical path. If unusually severe or abnormal weather conditions are shown to have affected a Project's critical path, a non-compensable time extension will be considered for that portion of the proven weather-related delays which exceeded the normal weather delays which should have been anticipated for the quarterly period in question. No time extensions will be considered for any weather conditions that do not affect work on critical path.

4.5.2 If required under any other provision of the Contract Documents, an extension of time commensurate with the delay will be granted.

4.5.3 In no event, will an extension of time be granted where it is determined that the Contractor could have avoided the circumstances that caused the request for the extension.

4.5.4 The burden of proof for substantiating a request for an extension of time shall be on the Contractor, and shall include evidence that the cause was beyond the control of the Contractor, as well as any other justification and supporting evidence that the Authority requires to evaluate the Contractor's request. If the Authority determines that the Contractor is entitled to an extension of any Contract completion date under the provisions of the Contract Documents, the determination as to the total number of Days of the extension shall be based upon the currently approved Project Schedule and on all data relevant to the extension.

4.5.5 **No** extension of time will be granted unless the reason for the delay is determined to be totally beyond the control of the Contractor, is due to no direct or indirect fault of the Contractor and results in a direct delay to work on the critical path of a CPM Project Schedule or a delay which exceeds available float for an activity on a bar chart Project Schedule.

4.5.6 Float time shown on the Project Schedule is not for the exclusive use of either the Contractor or the Authority. Float time is available for use by both parties to facilitate the effective use of available resources and to minimize the impact of problems that may arise during construction. No time extension will be granted as a result of any problem, Change Order or delay that only results in the loss of available positive float on the Project Schedule. The Contractor shall have no claim for cost escalation for any activity that is completed on or before the late end date shown on the approved baseline Project Schedule. Float time shown on the Project Schedule shall not be used by the Contractor in a manner that, in the opinion of the Authority is detrimental to the interests of the Authority. If the Contractor refuses to perform any item of Work, the Authority may, regardless of the float shown to be available for the Work, consider the Contractor to be in breach of the Contract.

4.5.7. **No** extension of time will be granted unless the Contractor makes a written request for an extension to the Authority within seven (7) Days of the first instance of the delay. The request shall include the nature of the delay, the commencement date of the delay, activities on the Project Schedule affected by the delay, person or firms responsible for the delay, the anticipated extent of the delay, and recommended action to minimize the delay.

4.5.8 The Contractor shall make no claim for damages or additional compensation for any delay in or hindrance to its performance of the Work occasioned by any act or omission by the

Authority or any of its representatives or for any reason enumerated in this Article and shall be fully compensated by an extension of Contract Time to complete the performance of the Work, unless the delay or hindrance is caused by the negligence, bad faith, active interference or other tortious conduct of the Authority or its representatives. If the delay is caused by such negligence, bad faith, active interference or tortious conduct, the Contractor shall be entitled to compensation on a time and materials basis, as provided in Article 7.4.4 and Section 1080 of the Specifications.

ARTICLE 5. PROSECUTION AND PROGRESS OF THE WORK

5.1 Supervision

5.1.1 The Contractor shall supervise and direct the Work as skillfully and attentively as possible. The Contractor shall be solely responsible for all construction means, ~~methods~~, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Authority and its contractors, agents, ~~servants~~ and employees in every way possible.

5.1.2 When the Contractor is comprised of two or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing, before starting Work, the name of one individual who shall have the authority to represent and act for the joint venture.

The Contractor shall designate in writing before starting Work, a competent superintendent capable of reading and thoroughly understanding the Contract Documents, and who is thoroughly experienced in the type of construction being performed. The superintendent shall have the authority to represent and act for the Contractor. One or more alternates to the superintendent, with equal authority and qualifications, may also be designated. The superintendent and all alternates shall be capable of identifying existing and predictable hazards on the Site and working conditions that ~~are~~ unsanitary, hazardous, or dangerous to employees and shall have the authority to take prompt corrective measures to eliminate such ~~hazards~~ and conditions.

5.1.3 The superintendent or the alternate shall be present at a Project Site at all times while Work is actually in progress, irrespective of the amount of Work subcontracted. The superintendent or the alternate shall have full authority to execute orders or direction from the Authority without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. When Work is not in progress, the Contractor shall have in place a plan, acceptable to the Authority, for responding to an emergency situation that requires emergency work efforts.

5.1.4 Whenever the superintendent or the alternate is not present at a Project Site or at the site of any particular ~~part~~ of the Work, the Authority may suspend all of the Work or the particular part of the Work in reference until the superintendent or the alternate is present. Such suspension shall not be the basis of any claim against the Authority.

5.2 Key Personnel; ~~Character~~ of Employees

5.2.1 Key Personnel. The Contract Documents identify the job categories of "key personnel" for the Package. The Contractor may, at any time, elect to add categories to the "key personnel" list. The Authority shall have the right to review the qualifications and character of each individual to be appointed to a key position (including personnel employed ~~by~~ subcontractors) and to approve or disapprove, in its sole discretion, use of such individual in such position prior to the

commencement of any Work by such individual. The Contractor shall notify the Authority in writing of any proposed changes in any key personnel. The Contractor shall not change any key personnel without the prior written consent of the Authority.

5.2.2 Character of Employees. All employees of the Contractor and of each subcontractor shall have the skill, experience, licenses and other qualifications and approvals required to perform the Work assigned to them. If the Authority determines, in its sole discretion, that any person employed by the Contractor or by any subcontractor is not performing the Work in a proper and skillful manner, the Authority in its sole discretion may request in writing that the Contractor or subcontractor remove such person ~~and~~ such person shall not be re-employed on the Package without prior written approval of the Authority, acting in accordance with its sole discretion. If the Contractor or the subcontractor fails to remove such person or ~~persons~~ or fails to furnish skilled and experienced personnel for the proper performance of the Work, the Authority may suspend the affected portion of the Work pursuant to Article **9.2** below.

5.3 Cooperation Between Contractors.

5.3.1 The Authority reserves the right ~~to~~ contract for ~~and~~ perform other or additional work on or adjacent to a Project Site at any time.

5.3.2 When separate contracts are let within the limits of a Project Site, or in areas adjacent thereto, the Contractor shall conduct its Work so ~~as~~ not ~~to~~ interfere with or hinder the progress or completion of the work being performed by other contractors. Moreover, the Contractor assumes the positive obligation of cooperating with such other contractors and coordinating its activities with theirs.

5.3.3 If there ~~is~~ a difference of opinion as to the respective rights of the Contractor and others doing work within the ~~limits~~ of or adjacent to a Project Site, the Authority, in its sole discretion, will decide as to the respective rights of the various parties involved in ~~order~~ to secure the completion of the Authority's work in general harmony and in a satisfactory manner. The decision of the Authority is ~~final~~ and binding and is not cause for claims by the Contractor for additional compensation.

5.3.4 The Contractor hereby waives any and all claims against the Authority for additional compensation that may arise because of inconvenience, delay, or loss experienced by it as a result of the presence and operations of other contractors working within the limits of or adjacent to a Project Site.

5.3.5 The Contractor ~~shall~~ arrange its Work and shall place and dispose of the materials being ~~used~~ so as not to interfere with the operation of the other contractors within the limits of a Project Site or adjacent thereto. The Contractor shall join its Work with that of the others in an acceptable manner and shall perform the Work in ~~proper~~ sequence with that of the others.

5.4 Authority of the Authority.

5.4.1 The Authority is responsible for the administration of the Contract. The Authority will decide all questions regarding the quality, acceptability and the rate of progress of the Work; all questions regarding interpretation of the Contract Documents; all questions regarding the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation.

5.4.2 The Authority has the authority to reject defective work or materials.

5.4.3 The Authority has the authority to suspend the Work, wholly or in part, pursuant to Article 9 of the Contract. The Authority may also suspend the Work wholly or in part, for such periods as it deems necessary due to unsuitable weather, for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed to be in the public interest.

5.4.4 The Authority has the authority to suspend partial payments under Article 13 of the Contract due to the failure of the Contractor to correct conditions unsafe for the workers, the students, employees or guests of the Client School District or the general public; for failure to carry out provisions of the Contract; or for failure to carry out orders.

5.5 Communications.

All communications with the Authority shall be sent to the persons indicated in the Supplementary Conditions or elsewhere in the Contract Documents. Where communications are required by the Contract Documents to be directed to persons other than the Authority, a clear copy shall be sent to the Authority.

5.6 Duties of the Inspector.

Inspectors engaged by the Authority are authorized to inspect all Work. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials and equipment to be used. The inspector is not authorized to alter or waive the provisions of the Contract. The inspector is not authorized to issue instructions contrary to the Contract Documents or to act as foreman for the Contractor; however, the inspector has the authority to reject Work subject to confirmation by the Authority.

5.7 Inspection of Work

5.7.1 Each part or detail of the Work is subject to inspection by the Authority or its representatives. The Authority shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. When Authority representatives are on or about a Project Site in the course of their employment, they shall be deemed conclusively to be invitees of the Contractor.

5.7.2 At any time prior to Acceptance, at the direction of the Authority, the Contractor shall remove or uncover specified portions of the finished Work that the Authority had previously inspected. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work so exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering, or making good of the parts removed, will be paid for by the Authority on a time and materials basis; however, should the Work so exposed or examined prove unacceptable, the uncovering, or removing and the replacing of the covering, or making good of the parts removed, will be at no additional cost to the Authority.

5.7.3 The Authority may order any Work done without the Authority's inspection to be removed and replaced at the Contractor's expense. Additional payment for the cost of uncovering, removing, and/or replacing the uninspected Work will be made on a time and materials basis only if all of the following conditions are met:

- (a) The Work removed, uncovered, and/or replaced proves to have been acceptable in accordance with the Contract Documents; and

- (b) The Contractor gave reasonable notice in writing to the Authority that the uninspected **Work** was to be performed; and
- (c) The Contractor, in performing the uninspected **Work**, did not do so in the face of a directive from the Authority that such **Work** not be performed.

5.7.4 The Client School District shall have the right to inspect the **Work**. Such inspection does not make the Client School District a party to the Contract and shall in no way interfere with the rights of either party hereunder.

5.7.5 The Contractor is responsible for control of the quality of the **Work** regardless of whether an authorized inspector is present or not. This obligation to perform the **Work** in accordance with the Contract Documents is not relieved by the observations of the Authority in the administration of the Contract, nor by inspections, tests, or approvals by others. **Work** not meeting the Contract requirements shall be made good, and unsuitable **Work** may be rejected, notwithstanding that such **Work** had been previously inspected and approved by the Authority or that payment therefore has been made.

5.8 Removal of Unacceptable and Unauthorized Work

5.8.1 All **Work** that does not conform to the requirements of the Contract is unacceptable, unless otherwise ~~determined~~ acceptable under the provisions of this Article. Unacceptable **Work**, whether the result of poor workmanship, use of defective materials, damage through carelessness, failure to follow directions of the Authority or any other cause shall be removed immediately and replaced in ~~an~~ acceptable manner at no cost to the Authority.

5.8.2 In the event the Authority ~~finds~~ the **Work** is not in conformance with the Contract Documents, but that reasonably acceptable **Work** has been produced, the Authority, in its sole discretion, will determine if the **Work** is to be accepted and remain in place. In this event, the Authority will document the basis of the acceptability of the **Work** and provide for an appropriate adjustment to the Contract Price for such **Work**, if it deems such an adjustment to be appropriate. If an appropriate adjustment cannot be negotiated, the **Work** shall be removed and replaced or otherwise corrected at no cost to the Authority.

5.8.3 If the Contractor fails to comply promptly with any order of the Authority made under the provisions of this Article, the Authority has the right to cause unacceptable **Work** to be removed or replaced by others and to deduct the costs thereof from any monies due or that may become due the Contractor.

5.9 Shop Drawings, Product Data and Samples

5.9.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the **Work** by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the **Work**.

5.9.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system proposed for use in some portion of the **Work**.

5.9.3 Samples ~~are~~ physical examples that illustrate materials, equipment or workmanship, and establish standards by which the **Work** will be judged.

5.9.4 The Contractor shall prepare, review, approve and submit to the Authority with reasonable promptness and in such sequence as to cause no delay in the Work all shop drawings, product data and samples required by the Contract Documents.

5.9.5 By preparing, approving and submitting shop drawings, product data and samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements and field construction criteria related thereto and ~~has~~ checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.

5.9.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Authority's approval of shop drawings, product data or samples, unless the Contractor has specifically informed the Authority in writing of such deviation at the time of submission and the Authority has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for ~~errors~~ or omissions in the shop drawings, product ~~data~~ or samples by the Authority's approval of them.

5.9.7 The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Authority on previous submittals.

5.9.8 No portion of the Work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Authority. All such portions of the Work shall be in accordance with approved submittals.

5.10 As-Built Plans and Drawings

5.10.1 The Contractor shall keep on each Project Site at all times one set of plans to be marked "AS-BUILT." ~~During~~ the course of the Project, the Contractor shall ~~mark~~ these drawings with colored pencils to reflect any changes, ~~as~~ well as the dimension and the location of all pipe runs, conduits, traps, footing depths or any other information not already shown on the plans or differing therefrom. All buried utilities outside the building shall be located by a survey performed by a licensed surveyor who shall certify as to its accuracy. These marked-up plans and surveys shall be made available to the Authority ~~upon~~ request at any time during the progress of the Work.

5.10.2 The Contractor shall submit the "as-built" documents to the Authority with a certification as to the accuracy of the information ~~thereon~~ at the time of Final Completion and before final payment will be made to the Contractor. The Contractor shall also submit, at the request of the Authority, one set of all shop ~~and/or~~ erection drawings used for "as-built" documentation.

5.11 Testing

5.11.1 Prior to the initiation of any testing required by code, the Contract Documents or the manufacturer, the Authority will provide the Contractor with the names of testing laboratories and firms engaged by the Authority for use on the Package.

5.11.2 The Contractor shall notify the Authority in writing of when it will test Work required to be tested by code, the Contract Documents or the manufacturer. The notice shall be provided no later than five (5) working Days prior to the scheduled test. The Authority will pay for the services of testing laboratories and firms performing tests which are required by code or

specified in the Contract Documents **as** being the responsibility of the Authority. The Contractor shall **bear** all other testing costs.

5.11.3 The Authority shall have the authority to direct in writing that special or additional tests be performed. The Contractor shall comply and give notice as detailed above.

5.11.4 In the event such special or additional inspections or testing reveals that the Work does not comply with the terms and conditions of the Contract, the Contractor shall **bear** all costs incurred by the Authority made necessary by such noncompliance.

5.11.5 The Contractor shall utilize the inspection and testing services of entities engaged by the Authority. Failure to use such entities shall be grounds for rejection of the inspection or test as non-conforming.

5.11.6 All test reports submitted to the Authority by the Contractor shall be accompanied by a certification signed by the Contractor, attesting to the Contractor's **knowledge** of the contents of the submittal, its acceptance of its findings, acknowledgment that material testing meets the required standards, and a certification that the report accurately represents all of the facts contained therein. Failure to provide the written certification shall **be grounds** for rejection of the submittal.

5.11.7 In addition to tests performed by the Contractor, the Authority reserves the right to engage an independent testing agency or firm to perform testing inspections. The Contractor shall provide full access, provide samples, and cooperate fully with any such testing agency or **firm**.

5.12 Equipment and Materials

5.12.1 The Contractor warrants to the Authority that all materials and equipment furnished under the Contract will be new, **unless** otherwise specified, and that all Work will be of good quality, free from faults, defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the Authority. If required by the Authority, the Contractor shall **furnish** satisfactory evidence as to the **kind** and quality of materials and equipment. This warranty shall be in addition to, and not in lieu of, any other warranty or guarantee provided for in the Contract Documents.

5.12.2 The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently **as** required to avoid delay in the progress of the Work and shall store them so **as** not to cause interference with the orderly progress of a Project. The Contractor shall have its representative at each Project Site to accept delivered materials, as such materials will not be accepted for delivery by the Authority.

5.12.3 Storage of materials is the responsibility of the Contractor. Materials shall be stored to ensure the preservation of their quality and fitness. Stored materials, even though approved before storage, may again be inspected prior to their use on a Project. Stored materials shall be located so **as** to facilitate their prompt inspection. With the approval of the Authority, portions of a Project Site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but additional space, as required, must be provided by the Contractor at the Contractor's expense. Private property shall not be used for storage purposes without written permission of the owner or lessee. Copies of such written permission shall be **furnished** to the

Authority prior to storage. Storage sites shall be restored to their original condition at no cost to the Authority.

5.12.4 No materials, equipment, or supplies for the Work shall be subject to any lien or encumbrance or other agreement by which an interest is retained by the seller or any other person or entity. The Contractor warrants, by signing its invoice, that it has good and sufficient title to all material, equipment and supplies used by it in the Work, free from all liens, claims or encumbrances.

5.13 Substitutes or "Or Equal" Items.

5.13.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, material and equipment of other suppliers may be accepted if sufficient information is submitted by the Contractor to allow the Authority to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material or equipment will not be accepted from anyone other than the Contractor.

5.13.2 If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Authority for approval thereof, certifying that the proposed substitute performs adequately the functions and achieves the results called for by the Contract Documents, is equal or similar to that specified, and is suited to the same use as that specified. The application shall state that the evaluation and approval of the proposed substitute does not prejudice the Contractor's achievement of Final Acceptance and Completion in accordance with the Contract Time. It shall also state whether or not approval of the proposed substitute for use in the Work requires a change in any of the Contract Documents to adapt the design to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair, and replacement service shall be indicated. The application shall also contain an itemized estimate of all costs that result directly or indirectly from approval of such substitute, including costs of redesign, all of which will be considered in evaluating the proposed substitute. The Authority may require the Contractor to furnish additional data about the proposed substitute.

5.13.3 If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or use a substitute means, method, technique, sequence or procedure of construction which is acceptable, if the Contractor submits sufficient information to allow the Authority to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The information provided by the Contractor shall conform with the information required in Article 5.13.2 above.

5.13.4 The Authority shall be allowed a reasonable time within which to evaluate each proposed substitute. The Authority will be the sole judge of acceptability, and no substitute shall be ordered, installed, or used without the express written approval of the Authority. If approval is given, it shall be understood to be on the condition that the Contractor shall remain fully responsible for producing Work in conformity with Contract requirements.

5.13.5 If, after trial use of the substituted materials, equipment, means, method, technique, sequence, or procedure of construction, the Authority determines that the Work produced does

not meet Contract requirements, the Contractor shall discontinue the use of the substitute and shall complete the remaining Work with the specified materials, equipment, means, method, technique, sequence, or procedure of construction. The Contractor shall remove the deficient Work and replace it as specified, or take such other corrective action as the Authority may direct.

5.13.6 The Authority will not permit any increases in Contract Price or extensions of Contract Time as a result of the use of authorized substitutes.

5.13.7 The Authority may require the Contractor to furnish, at no cost to the Authority, a special performance guarantee or other surety with respect to any substitute.

5.13.8 When the Contract Documents permit the use of more than one type of material, equipment, or product, only one type is to be used throughout the Package.

5.14 Acceptance and Rejection of Materials, Equipment and Furnishings

5.14.1 When specified by the Contract Documents, certain materials, equipment, assemblies, and furnishings, will be accepted only on the basis of certificates of compliance stating that such materials, equipment, furnishings or assemblies fully comply with the requirements of the Contract. The form of certificates of compliance ~~must~~ be approved by the Authority.

5.14.2 The Contractor shall require the manufacturer or supplier to furnish the number of copies of certificates of compliance specified in the Contract ~~Documents~~ with each delivery of materials, equipment, assemblies and ~~furnishings~~. The Contractor shall provide these copies to the Authority.

5.14.3 Certificates of compliance shall contain the following information:

- (a) Project to which the material is consigned.
- (b) ~~Name~~ of the Contractor to which the material is supplied.
- (c) Kind of material supplied.
- (d) Quantity of material represented by the certificate.
- (e) Means of identifying the consignment, such as label ~~marking~~, seal number, or other identifying ~~mark~~.
- (f) Date ~~and~~ method of shipment.
- (g) Statement that the material ~~has~~ been tested and found in conformity with the pertinent Contract requirements stated in the certificate.
- (h) Signature of a person having legal authority to bind the supplier.
- (i) Signature attested to by a notary public or other properly authorized person.

5.14.4 Payments will not be made for materials, equipment, assemblies or furnishings specified for acceptance on the basis of certificates of compliance until the Authority has received such certificates.

5.14.5 Materials or assemblies, used on the basis of certificates of compliance, may be sampled and tested at any time. If found not to be in conformance with the Contract requirements, such materials and assemblies will be rejected whether in place or not.

5.14.6 All materials, equipment, assemblies and furnishings, whether in place or not, which do not conform to the requirements of the Contract Documents, shall be considered ~~as~~ unacceptable,

and shall be rejected and removed immediately **from** the Project Site, unless otherwise directed. Rejected materials, equipment, assemblies or furnishings, the defects of which have been corrected, shall not be used until approval has been given.

5.15. Use of Explosives

5.15.1 When the use of explosives is necessary for the prosecution of the Work, the Contractor shall exercise the utmost care not to endanger life or property, including new Work. The Contractor shall be responsible for all damage resulting from the use of explosives.

5.15.2 A pre-blasting meeting will be scheduled by the Authority with the Office of Safety Compliance, Mine Safety and Explosives, New Jersey Department of Labor. The Contractor shall attend the pre-blasting meeting. No blasting will be permitted prior **to** the pre-blasting meeting.

5.15.3 Explosives shall be stored safely under lock and key. The storage places shall be marked plainly **DANGEROUS EXPLOSIVES**. The storing and handling of explosives and highly inflammable materials shall conform to the regulations of the Office of Safety Compliance, Mine Safety and Explosives, New Jersey Department of **Labor**, and to local regulations relating thereto. Proper means shall be used to avoid blasting damage to **public** and private property. All persons within the danger area shall be warned and given time to withdraw.

5.16 Cut-overs and interruptions.

All cut-overs of mechanical and electrical services to existing buildings shall be approved, scheduled and coordinated in advance with the Authority and performed at a time convenient to the occupants so as not to unreasonably interfere with their operations.

5.17 Layout and Dimensional Control

5.17.1 The Contractor shall be responsible for locating and laying out the building and all of its parts on each Project Site, in **strict** accordance with the plans, and shall accurately establish and maintain dimensional control. The Contractor shall employ the services of a competent and licensed New Jersey engineer or land surveyor, as appropriate, to perform all layout work and to test the level of excavations, footing base plates, columns, walls **and floors** and roof lines, and **furnish** to the Authority, as the Work progresses, certification that each such level is as **required** by the plans. The plumb lines of vertical surfaces shall be tested and certified by the surveyor as the Work progresses.

5.17.2 The **engineer/surveyor** shall establish all points, lines, elevations, grades and bench marks for proper control and execution of the Work. The **engineer/surveyor** shall establish a single permanent benchmark as directed, to which all three coordinates of dimensional control shall be referred. The **engineer/surveyor** shall verify all Authority-furnished topographical and utility survey data and all points, lines, elevations, grades and benchmarks.

5.17.3 Should any discrepancies be found between information given on plans and the actual Site or field conditions, the Contractor shall notify the Authority in writing of such discrepancy, and shall not proceed with any Work affected until receipt of written instructions from the Authority.

5.18 Security

The Contractor shall provide all locks, doors and security construction necessary to secure a School Facility until Final Acceptance and Completion of that School Facility. The Contractor shall be responsible for the security ~~of~~ any stored materials and/or temporary structures that it has located on a Project Site outside of each School Facility. The Contractor shall provide all Site fencing, gates, security personnel, security services, and security structures and equipment required by the Contract Documents, or otherwise necessary to properly protect the Site.

5.19 Authority Field Office

The Contractor shall provide on-Site, suitable, separate weather-tight, insulated field office facilities for use by employees ~~of~~ the Authority and its contractors, consultants, and agents which meet all of the requirements contained in the Contract Documents. The Contractor shall be responsible for the maintenance ~~of~~ these facilities as required by the Contract Documents.

5.20 Photographs

With each application for payment, the Contractor shall submit monthly progress photographs to the Authority as required by the Contract Documents.

5.21 Repair of Finished Surfaces, Applied Finishes, Glass

5.21.1 The Contractor shall be responsible for replacement of all broken **glass** installed by it or by its subcontractor, ~~after~~ the glass has ~~been~~ installed, no matter by whom or what the breakage was caused. The Contractor shall replace all broken, scratched or otherwise damaged glass before Final Acceptance and Completion. The Contractor shall wash all glass on both sides upon Final Completion, or when directed, removing all paint spots, ~~stains~~, plaster, or other foreign material.

5.21.2 ~~The~~ Contractor accepts sole responsibility for repair of uncontrolled dislodging, ~~cracking~~, delaminating or peeling of finished surfaces such as concrete, ~~pre-cast~~ concrete, cast and natural stone, unit masonry, millwork, plaster, glass ~~and~~ applied ~~finishes~~ such as paint, ~~and~~ special coatings, within the Contract scope and the limits of specified guarantee periods, regardless of the cause.

5.22 Temporary Facilities

The Contractor shall provide such storage areas, employee vehicular parking areas, staging areas, excavation borrow/spoils designated ~~areas~~, commercial canteen areas, field offices, telephones, toilet facilities, and other temporary facilities required by the Contract Documents or which are necessary to perform the Work. The Contractor shall locate these areas to suit Project requirements, subject to approval ~~of~~ the Authority.

5.23 Temporary Services and Enclosures

The Contractor shall provide such temporary electricity, water, or other utilities, as ~~required by~~ the Contract Documents, or which are necessary to perform the Work. The Contractor shall also supply such temporary enclosures and heat, as required by the Contract Documents, or which ~~are~~ necessary to perform the Work.

5.24 Access, Roads and Walks

5.24.1 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes, either shown on the Contract drawings or reasonably required for the performance of the Work. The Contractor shall provide and maintain all required safety devices. The Contractor shall provide, place, grade and compact all necessary materials, to maintain such routes, and shall remove snow and debris as necessary to provide and maintain in serviceable condition the access roadbed, ~~as~~ well as pedestrian ways.

5.24.2 The Contractor shall be responsible for constructing and keeping all roadways, drives and parking areas within or proximate to the Site ~~free~~ and clear of debris, gravel, mud or any other Site materials, by ensuring that all reasonably necessary measures are taken to prevent such materials from being deposited on such surfaces. These efforts include, as may be appropriate, the cleaning of vehicle wheels and undercarriages prior to exit from the Site. The Contractor shall be responsible for any citations, ~~fin~~es, or penalties imposed on it, the State, the Authority, or the Client School District for failing to comply with applicable local rules and regulations.

5.24.3 The Contractor shall obtain permission in writing from the Authority before using for construction purposes any existing driveways or parking areas not specifically designated for such use in the Contract Documents. The Contractor shall maintain such driveways and areas in good condition during the construction ~~period~~, and at Final Acceptance and Completion, shall leave them in the same condition as at the start of the Work. Conditions before use shall be carefully photographed or otherwise documented by the Contractor.

5.24.4 The Contractor shall not commence construction of permanent driveways, parking areas or walks without the written approval of the Authority.

ARTICLE 6. SUBCONTRACTORS

6.1 Approval of Subcontractors

6.1.1 No subcontractor shall perform Work on the Package until it ~~has~~ been approved by the Authority. The Contractor will not be allowed to subcontract to firms or individuals suspended or debarred by the State of New Jersey, or to firms or individuals ~~that~~ are otherwise not eligible to perform as subcontractors on the Package pursuant to regulation, Authority procedures or the requirements of the Contract Documents.

6.1.2 The Contractor shall list in its bid proposal all subcontractors required by the Contract Documents to be included therein.

6.1.3 As soon as a potential additional subcontractor has been identified by the Contractor, but in no event less than fourteen (14) Days prior to the scheduled initiation of Work by such subcontractor, the Contractor shall notify the Authority in writing of the name and address of such subcontractor and shall request that the Authority approve such subcontractor. Within ten (10) Days ~~after~~ receipt of such request and any additional information that the Authority may request, the Authority will notify the Contractor whether the subcontractor has been approved or advise the Contractor of the ~~reasons~~ for disapproval of the subcontractor. If a proposed subcontractor is disapproved, the Contractor may submit another candidate for approval.

6.1.4 The Authority shall not be liable for any costs, damages or delays incurred by the Contractor as a result of the reasonable disapproval of a subcontractor by the Authority, nor shall the Contractor be entitled to reimbursement or time extensions in connection with such disapproval.

6.2 Substitution of Subcontractors

The Contractor shall make no substitution of any subcontractor previously approved without written notification to the Authority and the receipt of the Authority's written approval for such substitution. The Contractor shall submit substitutions for any subcontractor no less than fourteen **(14)** Days prior to the initiation of work by the Subcontractor.

6.3 Contractor's Obligation for Subcontracted Work

The Contractor shall remain fully responsible to the Authority for the proper performance of the Contract irrespective of whether the work is performed by the Contractor's **own** forces or by subcontractors engaged by the Contractor. Approval of a subcontractor by the Authority ~~shall~~ not relieve the Contractor of the responsibility of complying with all provisions of the Contract Documents and does not imply approval of any **Work** performed by the subcontractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Authority.

6.4 Payments to Subcontractors

The Contractor shall comply with the provisions of N.J.S.A 52:32-40 and N.J.S.A 52:32-41, concerning the prompt payment of subcontractors.

ARTICLE 7. CHANGES IN THE WORK

7.1 General

7.1.1 The Authority reserves the right to make such alterations, deviations, ~~additions~~ to, or omissions from the Contract Documents as it deems necessary for the satisfactory completion of the Work. Such increases, decreases, alterations or omissions shall not invalidate the Contract or release the surety, and the Contractor shall accept the Work as altered, the same ~~as~~ if it had been a ~~part~~ of the original Contract.

7.1.2 Changes in the Work may be accomplished by Change Order, Construction Change Directive or order for a minor change in the **Work**, consistent with the procedures and requirements set forth in this Article 7.

7.2 Change Orders

7.2.1 A Change Order shall not be effective for any purpose unless executed by the Authority and the Contractor.

7.2.2 Change Orders may be issued for ~~one~~ or more of the following purposes:

- (a) to modify the scope of the **Work**;
- (b) to revise the Contract Time;
- (c) to modify the sequence, method or manner of performance of the **Work**;
- (d) to ~~adjust~~ the Contract ~~Price~~; or
- (e) to revise other terms and conditions of the Contract Documents.

7.3 Contract Change Requests

7.3.1 Within ten (10) Days of encountering a condition, event or occurrence that allegedly causes or necessitates a change in or addition to the Work, the Contractor shall so notify the Authority in writing. The Contractor's notice shall include a full explanation of the circumstances and any Contract Price or Contract Time adjustment it deems warranted by the Change in the Work.

7.3.2 Within ten (10) Days of receipt from the Authority of a Contract Change Request that proposes or directs a Change in the Work, the Contractor shall provide to the Authority any Contract Price or Contract Time adjustment it deems warranted by the Change in the Work.

7.3.3 All requests for Contract Time or Contract Price adjustments shall contain a written representation by the Contractor that the requested adjustments include all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or condition giving rise to the requested Change in the Work.

7.3.4 All requests for Contract Time adjustments shall be accompanied by copies of both the current approved Project Schedule and a proposed revision to that Schedule incorporating the changed Work and the effect of such changed Work on the Schedule. Failure to provide the required schedule data shall be grounds for rejection of the Construction Change Request.

7.3.5 Following the submission of the Contract Change Request, the Contractor shall diligently continue performance of all other Work to the **maximum** extent possible, in accordance with the Contract Documents, unless otherwise directed by the Authority.

7.4 Changes Warranting an Increase in the Contract Price

For each Change in the Work that warrants an increase in the Contract Price, the Authority shall specify whether the Contract Price will be adjusted on a lump sum or time and materials basis.

7.4.1 The Contractor shall submit a lump sum proposal to the Authority within ten (10) Days of its being requested. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable), shall accord with the instructions regarding the pricing of additive and deductive changes set forth in Section 1080 of the Specifications, and shall be accompanied by the signed proposals of all subcontractors who will perform any portion of the Change in the Work and of all suppliers who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of any increase in Contract Time necessitated by the Change in the Work.

7.4.2 In the event that the Contractor fails to submit its lump sum proposal within the designated time, the Authority may issue a Construction Change Directive and order the Contractor to proceed with the Change in the Work and the Contractor shall so proceed. In such an event, the Authority may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based on its own estimates, the Contractor's submission or a combination thereof.

7.4.3 In the event that the Contractor and the Authority are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's lump sum proposal, and the Authority does not elect to have the Change in the Work performed on a time and materials basis, the Authority may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based on its own estimates, the Contractor's submission or a combination thereof.